

ALTERNATIVE PLAN SUBMITTAL SHEET

School Administrative Unit Submitting Alternative Plan:

- MSAD #53

Contact Information:

Name: Michael A. Gallagher
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Date Plan Submitted by SAU: 5/19/2010

The intent to submit an alternative plan has been approved by the Commissioner in the approval of the Notice of Intent?

☒ YES

☐ NO

(If NO, please explain.)

Alternative Plan Cover Sheet

(Please attach Alternative Plan as Exhibit A)

Plan Requirements				
Item	Complete	In Progress	Not Yet Started	Need Assistance ¹
Plan addresses how the SAU will reorganize administrative functions, duties and noninstructional personnel so that projected expenditures of RSU in fiscal 2008-2009 for the following areas will not have an adverse impact on the instructional program.				
system administration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
transportation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
special education	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
facilities and maintenance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plan addresses how cost savings will be achieved in fiscal 2008-2009 for the above four areas.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parameters for Plan Development				
Enrollment meets requirements (2,500 except where circumstances justify an exception)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Includes at least one publicly supported high school	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Consistent with policies set forth in section 1451	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No displacement of teachers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No displacement of students	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Collaborative Agreements				
		Yes	No	
Does your plan currently include information/documentation on collaborative agreements? (not required, but encouraged)		<input type="checkbox"/>	<input checked="" type="checkbox"/>	

¹ Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on the next page.

Actual number of students for which the SAU is fiscally responsible: 1163

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demographics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Economics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Population Density	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Unique Circumstances	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Assistance Needs —

Please use this section to describe your needs for assistance and from whom you need assistance.

[illegible]

Alternative Plan
SAU Submitting: MSAD #53

Contact Information: Michael A. Gallagher
Superintendent of Schools
207-487-5107
Email Address: gallag@msad53.org

Date Submitted by SAU: May 19, 2010

MSAD #53 was originally included in a proposed regional school consolidation plan with MSAD #59. The two districts voted on consolidation on June 10, 2008. Although the districts failed to form an RSU, MSAD #53 voted in the affirmative by more than a 2 to 1 margin to form a new RSU with MSAD #59. However, the vote in MSAD #59 failed by the slim margin of 32 votes.

MSAD #53 did continue to look for and speak with potential consolidation partners beyond our contiguous boundaries. However, we were unsuccessful in establishing plans with any other district. The district had also originally attempted to form a regional school unit with MSAD #48, now known as RSU #19, which is a contiguous district. That effort failed in large part due to no reciprocating letter of intent from MSAD #48.

Currently, MSAD #53 is surrounded by districts who could file an alternative plan or whom have already consolidated into a new RSU, thus leaving MSAD #53 as a donut hole district. Please see attachment 1, a letter submitted to the MDOE for additional information.

As noted in this application's cover letter, MSAD #53 contracts for grade 9-12 educational programming with Maine Central Institute, a town academy located in the community of Pittsfield. The district has had three successive ten year contracts with MCI, and is in the process of negotiating a successor ten year contract. The current contract is valid through 2013, and is attached as exhibit 2.

Financial Indicators
using data from
January, 2009

	System Admin.	Facilities & Maintenance	Transportation	Spec. Ed. Instruct.
State Avg.	366.03	1,257.19	569.96	1,561.93
SAD #53	237.63	812.00	590.20	960.96
Difference	(128.40)	(445.19)	20.24	(600.97)

Even though MSAD # 53 is extremely cost effective, we have continued to scrutinize possible efficiencies in system administration, facilities and maintenance, transportation and special education. We have been very successful in reducing our transportation costs. None of the reductions listed below have an adverse impact on the instructional program.

System Administration

Cost Saving Initiatives/Rationale:

2007-2008	2008-2009	2009-2010
Budgeted	Budgeted	Budgeted
392,381.00	259,261.57	282,779

1. Certain system administration expenditures have been reassigned to the correct account under DOE's new chart of accounts. Reduction of accounts payable contract hours.
2. MSAD #53 Superintendent worked part time in two district's during 2008-2009 FY and returned to full time in MSAD #53 in 2009-2010.
3. The System Administration consisting of a Business Manager, Executive Secretary/Office Manager, Accounts Payable (part-time) and Superintendent positions are significantly below the statewide average.
4. System Administration is below the state average by \$128.40.

Facilities and Maintenance

Cost Saving Initiatives/Rationale:

2007-2008	2008-2009	2009-2010
Budgeted	Budgeted	Budgeted
876,259.00	886,432.88	846,044.29

1. The district utilized energy efficiency projects completed in 2006 at the district's largest school, Warsaw Middle School, which resulted in cost avoidance for heating oil and electricity usage in the 2007-08 budget year of \$29,922 and in the 2008-09 budget year of \$53,114.
2. The district reduced one full time custodial position to a half time position, and went to a half-time maintenance person.
3. The district has further reduced the budget for the 2010-2011 budget by another 89,261.29 by eliminating 2 custodial positions and the closure of two district buildings.
4. The district is under the state average by \$445.19

Transportation

Cost Saving Initiatives/Rationale:

2007-2008	2008-2009	2009-2010
Budgeted	Budgeted	Budgeted
590,049	643,909	610,700

1. The district contracts for transportation. It went out to bid for a three year contract to begin the 2008-09 school year. The district received one bid who has been providing transportation to the district for the past ten years. However, the contract went up significantly for the 2008-09 budget year.
2. The budgeted amount for the 2009-10 year was reduced because of an adjustment in the schedule at the Skowhegan Area Vocational School to a full rather than half day program, thus reducing one full round trip daily.
3. The district has significantly reduced the costs for the 2010-11 budget year through the elimination of a second bus run for kindergarten students. The reduction is approximately \$160,000.
4. The district purchased a van to transport special needs students to an off-site day program saving an additional \$20,000 in transportation costs for the 2010-11 budget.
5. The contracted transportation provider and the Central Office Administrative Assistant/Office Manager will complete the training for use of the state routing software that should allow for additional cost savings.

Special Education

Cost Saving Initiatives/Rationale:

2007-2008	2008-2009	2009-2010
Budgeted	Budgeted	Budgeted
1,070,006	1,048,409	1,064,906

1. The special education budget has had significant cost savings in the last two years even though the budgeted amount increased slightly in 2009-10.
2. In the 2009-2010 year a special education teacher retired that had 30 years of experience and the new teacher hired had considerably less experience. The savings was \$16,400.
3. Further savings will be realized in the 2010-2011 budget because of additional staff reductions made possible from a decrease in enrollment and identified students at the high school there is .5 teacher reduction for a savings of \$27,000.
4. The district will also have three fewer educational technicians in 2010-11 whose combined salaries are \$31,000.
5. The district was contracting with our bus service to use a van and driver to take students to an out of district placement. In an effort to reduce costs in special education the district purchased a van and employed its own drivers. We will be saving \$20,000 this year and approximately \$30,000 in subsequent years.
6. The district is under the state average by \$600.

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David J. Backer*
S. Campbell Badger*
Melissa L. Cilley†
Jerrol A. Crouter*
George T. Dilworth*
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Exhibit #1

January 8, 2009

Susan A. Gendron
Commissioner of Education
Department of Education
23 State House Station
Augusta, Maine 04333-0023

RE: MSAD #53/Request for Approval to Submit Notice of
Intent to File Alternative Plan as a Donut Hole and for
Determination on that MSAD #53 is not Subject to
Penalties

Dear Commissioner Gendron:

I am writing on behalf of MSAD #53 to request 1) that you permit MSAD #53 to file a Notice of Intent to file an Alternative Plan pursuant to P.L. 2007, Ch. 240, Section XXXX-36(2)(B); 2) that you make a determination that MSAD #53 qualifies for the "donut hole" exception of P.L. 2107, Ch. 240 Section XXXX-36(6)(A)(7) and 3) that you make a determination that MSAD #53 is not subject to the penalties established by P.L. 2007, Ch. 240, Section XXXX-33 and 20-A M.R.S.A. §15696(1).

In brief summary, the legal basis for these requests is as follows. First, MSAD #53 qualifies for an alternative plan because it meets the definition of the "donut hole" exception in the School Reorganization Law. Your previous determinations with respect to Kittery and MSAD #44, which were based on a correct reading of the statute and the legislative history, established that the 1200-student minimum does not apply to those school units that qualify as "donut holes" within the meaning of the law.

Second, MSAD #53 cannot be subject to penalties because it has acted diligently and in good faith to comply with the School Reorganization Law, but has been denied the option of joining a conforming regional school unit or AOS by the actions of surrounding school units in electing to submit, and

by your actions in approving other reorganization and alternative plans. Careful analysis of the language of the statute and the legislative history demonstrates that those school administrative units that conform to the law by seeking appropriate partners and exercising due diligence and good faith to develop a reorganization plan are not intended to be subject to penalties solely because they are unable, despite those efforts, to become part of an RSU or AOS due to the actions and plans of surrounding units. Additionally, imposition of the penalties on MSAD #53 would violate the right of MSAD #53's students and taxpayers to equal protection under the Maine and U.S. Constitutions because in these circumstances, there is no rational basis for treating them differently from students and taxpayers in other Maine school units for purposes of education funding. Because the School Reorganization Law must be interpreted to avoid such an unconstitutional result, it cannot be construed in a manner which would impose penalties on MSAD #53.

I. Factual Background

MSAD #53 is a Maine school administrative district comprised of three towns: Burnham, Detroit and Pittsfield. It had a pupil count on October 1, 2006 of 1,163 resident students. MSAD #53 is surrounded by four other school administrative units: RSU/MSAD #3 to the south and east, RSU/MSAD #49 to the south and west, RSU/MSAD #54 to the west, and RSU #19 to the north and east.

When P.L. 2007, Chapter 240, Part XXXX (hereinafter the "School Reorganization Law") was passed in June, 2007, MSAD #53 took steps to comply with the law. In August, 2007, after months of meetings with other surrounding school units, MSAD #53 submitted three Notices of Intent to form a reorganization planning committee: One naming MSAD #48 and MSAD #38, one naming MSAD #59, and one naming MSADs #59, 74, 13, and 12. The only reciprocating Notices of Intent were filed by MSAD #59 and MSAD #38.

As a result, MSAD #53 is completely surrounded by school administrative units that have either been approved to file an Alternative Plan or been approved to develop a plan for a regional school unit that did not include MSAD #53.

Despite the fact that all of its neighboring school administrative units had decided either to file an alternative plan or participate in other regional units, MSAD #53 continued its efforts to achieve the school enrollment goals of the School Reorganization Law by pursuing a reorganization plan with MSAD #59, the only district that filed a reciprocal letter of intent. In September, 2007,

the notices of intent filed by MSAD #53 and #59 naming each other were both approved by the Commissioner and MSAD #53 began the process to form an RSU with MSAD #59.

On May 2, 2008, after eight months of meetings with MSAD #59, MSAD #53 and MSAD #59 submitted a reorganization plan for an RSU and that plan was approved by the Commissioner of Education. A referendum was conducted on that reorganization plan on June 10, 2008. Although the voters of MSAD #53 approved the school reorganization plan by a 2 to 1 margin, (219 yes/100 no), the reorganization plan was defeated by the voters of MSAD #59 (349 yes/381 no).

Since the defeat of that reorganization plan, MSAD #53 has been advised in writing by RSU/MSAD #49, RSU/MSAD #54 and RSU/MSAD #3 that they are not interested in pursuing consolidation discussions with MSAD #53. In addition, the board of RSU #19, which is now made up of the former MSAD #48 and MSAD #38, has voted to table any board action concerning further discussions with MSAD #53 concerning reorganization. This action confirms the prior refusal of MSAD #48 and MSAD #38 to participate in reorganization discussions with MSAD #53. Copies of correspondence and emails received by MSAD #53 from these school administrative units are attached to this letter as Exhibits A-1 through A-4. In addition, the school board of RSU/MSAD #59 voted on December 7, 2009 not to pursue reorganization discussions with MSAD #53 (see Exhibit A-5).

II. MSAD #53 should be permitted to file a Notice of Intent to Submit an Alternative Plan.

A. MSAD #53 Qualifies as a "Donut Hole".

MSAD #53 is a regional school unit which falls within the definition of a "donut hole" under P.L. 2007, Ch. 240, Section XXXX-35(6)(A)(7). That subsection establishes an exception to the required minimum of 2,500 students in the following situation:

- 7) If, after performing due diligence to develop a regional plan that meets the 2,500 students enrollment requirement, a school administrative unit is unable to meet the enrollment goal due to the decision of geographically proximate school administrative units to participate in a different regional unit.

MSAD #53 clearly falls within the donut hole exception. Paragraph 9 of the "Summary" of House Amendment T to LD 449 which enacted the donut hole provision of Section XXXX-36(6)(A)(7) states:

It (subparagraph 7) allows an exception to the minimum student population parameter for a school administrative unit that has performed due diligence to develop a regional plan but is surrounded by other units that are included in other consolidation plans. [emphasis added.]

Representative Jeremy Fischer, the House Chair of the Appropriations Committee, also addressed this issue in speaking on the floor of the House of Representatives in support of House Amendment Q to L.D. 499:

The next piece, and on this one I think that Representative Treat and Representative Silsby did a lot of work on this piece, on Page 5, line 31, it is what we have all referred to as the "doughnut hole." What we are trying to address here is if in good faith a district tries to consolidate, but none of the surrounding districts either want to go with it or they consolidated with other districts, we do not want to penalize those, who in good faith, attempt to merge with other districts. This piece, on line 31 to 34, addresses that concern that some had brought forward to us. [emphasis added.]

It is clear that the Legislature's intent in using the phrase "geographically proximate" was to exempt as a donut hole, a school administrative unit like MSAD #53 which is "surrounded by" other school units that are included in other approved reorganization or alternative plans. The fact that MSAD #53 tried to reach out beyond the surrounding units by developing a plan with MSAD #59 should not be held against MSAD #53 in applying the donut hole exception. On the contrary, the willingness of MSAD #53 to develop a plan with a school unit that was not "geographically proximate" within the meaning of Section XXXX-36(6)(A)(7) should be taken as further evidence of MSAD #53's good faith and due diligence in complying with the law. MSAD #53 has performed due diligence to develop a regional plan that meets the 2,500 students enrollment requirement and to achieve the purposes of the School Reorganization Law. Despite these efforts by MSAD #53, it has been unable to find any reorganization partners to meet the 2,500 enrollment goal due to the decisions of "geographically proximate school administrative units" to stand on their own as separate units or to participate in different regional units that do not include MSAD #53.

- B. The 1,200-Student Minimum Does Not Apply to a "Donut Hole" such as MSAD #53.

As your decisions with respect to Kittery and MSAD #44 have made clear the 1200 student minimum does not apply to a school unit such as MSAD #53 which qualifies as a "donut hole."

Section XXXX-36(6)(A) includes a final unnumbered paragraph which provides as follows:

When circumstance justify an exception to the requirement of 2,500 students, the unit must serve at least 1,200 students, except for offshore islands and schools operated by tribal school committees, which may serve fewer than 1,200 students.

The legislative history of Section XXXX-36(6)(A) makes it clear, however, that this final paragraph and its minimum requirement of 1,200 students were never intended by the Legislature to apply to school administrative units that qualified for the donut hole exception of subparagraph 7. It is clear from the structure and language of Section XXXX-36(6) that the unnumbered final paragraph of Section XXXX-36(6)(A) was intended to apply only to the circumstances described in series in Section XXXX-36(6)(A)(1) through Section XXXX-36(6)(A)(6) and not to the donut hole exception in subsection 7. The use of the word "circumstances" in the last unnumbered final paragraph was only intended to apply to the series of "circumstances" beginning with the use of that term in the first sentence and ending with the concluding phrase "other unique circumstances. . . ." in subparagraph 6.

The original version of P.L. 2007, Chapter 240 was contained in Committee Amendment A to H.P. 383, L.D. 499. Committee Amendment A was prepared by the Appropriations Committee as an amendment to the State budget bill for the 2008-2009 biennium. In order for the budget to become effective by the start of the new biennium on July 1, 2008, the budget bill was proposed as emergency legislation. For that reason, it required a two-thirds vote in the House of Representatives and the Senate in order to achieve passage.

When L.D. 499 as amended by Committee Amendment A, came to the floor of the House of Representatives on June 5, 2008, it became evident that the bill would have difficulty receiving a two-thirds favorable vote in the House of Representatives. The principal area of concern involved Part XXXX of this bill dealing with the School Reorganization Law. Eighteen House amendments, most of which concerned school reorganization issues, were prepared and distributed prior to the vote. Negotiations on proposed amendments to the legislation

continued late into the night of June 5, until approximately 11:30 p.m. At that time Representative Jeremy Fischer, the House Chair of the Appropriations Committee, presented House Amendment "Q" to Committee Amendment "A" to L.D. 499. House Amendment "Q" was a compromise measure that incorporated many of the proposals contained in the other proposed House amendments dealing with school reorganization. At approximately 1:30 a.m., after further negotiations concerning school reorganization issues, Representative Fischer proposed House Amendment "T," a slightly revised version of House Amendment "Q," that was finally adopted by a two-thirds vote in the House.

The original Committee Amendment "A" to L.D. 499 contained Section XXXX-35(6)(A) in a form which did not include the donut hole exception now found in subparagraph 7. In Committee Amendment A, the last paragraph of XXXX-35(6)(A), which established the minimum limit of 1,200 students, applied only to the "circumstances" described in the series beginning with subparagraph 1 and ending with subparagraph 6.

The so-called "donut hole" exception of subparagraph 7 was inserted in Section XXX-36(6)(A) by House Amendments Q and T as proposed by Representative Fischer. It was derived from House Amendment "O" submitted by Representative Sharon Treat and House Amendment "P" submitted by Representative Kim Silsby. Both House Amendment O and House Amendment P proposed a "donut hole" exception to the 2,500 minimum student requirement and neither included a minimum requirement of 1,200 students. When the "donut hole" provision was included in Representative Fischer's House Amendment Q and House Amendment T, it was inserted in Section XXXX-36(6)(A) as a new subparagraph 7, but it was never the intent of the Legislature to apply the 1,200 student minimum requirement from the last unnumbered paragraph of Section XXXX-36(6)(A) to school units that qualified for the donut hole exception.

The Summaries attached to House Amendment Q and House Amendment T both stated in paragraph 9:

9. It [subparagraph 7] allows an exception to the minimum population parameter for a school administrative unit that has performed due diligence to develop a regional plan but is surrounded by other units that are included in other consolidation plans.

Similarly, Representative Fischer in addressing the House in support of House Amendment Q stated as follows:

The next piece, and on this one I think that Representative Treat and Representative Silsby did a lot of work on this piece, on Page 5, line 31, it is what we have referred to as the “donut hole.” What we are trying to address here is if in good faith a district tries to consolidate, but none of the surrounding districts either want to go with it or they consolidated with other districts, we do not want to penalize those, who in good faith, attempt to merge with other districts. [emphasis added.] This piece, on line 31 to 34, addresses that concern that some had brought forward to us. Legislative Record – House, June 5, 2007, p. H-672.

Neither the summary of House Amendment Q or T, nor Representative Fischer in his explanation of the donut hole exception made any mention of the 1,200 student minimum requirement contained in the last unnumbered paragraph of Section XXXX-36(6)(A). It seems clear that the intent of the Legislature in adopting House Amendment T was to do what the Summaries and Representative Fischer said it was intended to do: “to allow an exception to the minimum population parameter” and not “to penalize those who in good faith attempt to merge with other districts.” For this reason, the last unnumbered paragraph of Section XXXX-35(6)(A) should be interpreted to apply only to subparagraphs 1-6, but not to subparagraph 7, so that school units that qualify for the “donut hole” exception of subparagraph 7 are not subject to the 1,200 student minimum requirement.

III. MSAD #53 is not subject to penalties under 20-A M.R.S.A. §15696 because it acted diligently and in good faith to conform to the School Reorganization Law and is not a school administrative unit “that is not a conforming school administrative unit” within the meaning of the penalty provision of 20-A M.R.S.A. §15696.

Title 20-A M.R.S.A. §15696, entitled “Penalties for Nonconforming School Administrative Units,” provides a series of financial and other penalties which must be applied to “a school administrative unit that is not a conforming school administrative unit.” Based on FY 2009-10 calculations, these penalties, if applied to MSAD #53, would reduce MSAD #53’s state education subsidies by more than \$150,000. Such a severe reduction in State education subsidies would unfairly penalize the students in MSAD #53 school system, would require cutbacks in educational programs and staff, and would unfairly burden the property taxpayers of MSAD #53 who would be asked to make up the resulting shortfall.

MSAD #53 is not subject to penalties under Section 15696 because it has acted diligently and in good faith to seek consolidation partners and to meet the requirements of the School Reorganization Law. Read as a whole, the School

Reorganization Law does not impose penalties on school units that conform with the good faith and due diligence requirements of the law, but, despite those efforts, do not become part of an RSU or AOS because of the actions of surrounding school units to go in other directions. This view is supported by the plain meaning of the word “penalty,” by a close reading of the text of the law, and by review of legislative history, all of which demonstrate that the penalties were only intended to apply to those school administrative units that fail to take appropriate actions to conform to the law, or stated differently, that *choose* not make reorganization efforts.

The word “penalty” is defined in Webster’s Third New International Dictionary (1986) at p. 1668 as follows:

- 1.a: the suffering in person, rights, or property which is annexed by law, or judicial decision to the commission of a crime or public offense; punishment for crime or offense: penal retribution, specif: a fine or mulct imposed as such a punishment.
- b: (not relevant here)
- 2: (not relevant here)
- 3: disadvantage, loss, or hardship due to some action (as transgression or error);
- 4: a disadvantage (as a loss of yardage, time, or possession of the ball) imposed for violation of the rules of a contest.

The definition of the word “penalty” in Black’s Law Dictionary, Seventh Edition (1999) is similar: “punishment imposed on a wrongdoer, esp. in the form of imprisonment or fine.”

In the case of MSAD #53, the school unit did everything that was required under the School Reorganization Law. There is no offense, transgression, error, violation, wrongdoing or other action to which the word “penalty” could apply. If the plain meaning of the word “penalty” in Section 15696 and Section XXXX-36(11)(B) is followed, the subsidy adjustments and other disadvantages described in Section 15696(1) subparagraphs A-E does not apply to MSAD #53, which has done nothing wrong.

That conclusion is reinforced by the wording of Chapter 240, Section XXXX-36(11)(B) which provides that the penalties apply to any school administrative unit that “fails to approve a reorganization plan on or before January 30, 2009 and to implement that plan by July 1, 2009.” MSAD #53 did not fail to approve a reorganization plan by January 30, 2009. On the contrary, on June 10, 2008, the

voters of MSAD #53 approved a reorganization plan by a vote of 219-100. Furthermore, MSAD #53 will not have failed to implement the Reorganization Plan by July 1, 2009. Under the terms of the Reorganization Plan which were approved by the Commissioner of Education, the plan cannot be implemented because it was voted down by MSAD #59. The plan will not be implemented because MSAD #59 failed to approve it, not because MSAD #53 will have "failed to" do anything. In fact, MSAD #53 did everything it could to comply with the School Reorganization Law.

Furthermore, MSAD #53 is not subject to penalties because it is not a "school administrative unit that is not a conforming school administrative unit" within the meaning of 20-A M.R.S.A. §15696. As the definition in Webster's Third New International Dictionary (unabridged version 1986) makes clear, the term "conforming" is the present participle of the verb "conform." According to Webster's, the verb "conform" has two separate and distinct primary meanings. As a transitive verb it is defined in Webster's as follows:

"to make like: shape to fit: adapt: bring into harmony or agreement."

As an intransitive verb, it is defined in Webster's differently:

"to have the same shape, outline or contour: be in agreement or harmony."

The transitive form of a verb denotes action, i.e.: to shape, adapt, bring into harmony. The intransitive verb form describes an inactive state of being, i.e.: to have the same shape, outline, or contour: be in agreement or harmony.

The second meaning of "conform" in Webster's is:

To be obedient: comply: act in accordance with prevailing standard or custom.

The legislative history of the School Reorganization Law makes it clear that in prescribing penalties for a school administrative unit that is not "a conforming school administrative unit," the intent of the Legislature was to use the word "conforming" in its transitive or active sense. In this sense of the word, a school unit can only be deemed "not a nonconforming school administrative unit" within the meaning of 20-A M.R.S.A. §15696 if it has failed to act in a diligent and good faith manner to shape, adapt or bring itself into harmony with the school reorganization law or if it has failed to obey, to comply or to act in accordance with the school reorganization law. The penalties cannot be applied to a school

administrative unit such as MSAD #53 that has exercised good faith to comply with the law, but which is unable to do so because of the decisions of surrounding school administrative units to remain independent or participate in other reorganization plans. The term “conforming” in 20-A M.R.S.A. §15696 was never intended to encompass the intransitive or inactive meaning of that verb. As stated in the Legislative record by Representative Fischer:

We do not want to penalize those who in good faith, attempt to merge with other districts. [emphasis added] Legislative Record – House, June 5, 2007, p. H-672.

Throughout the legislative record, there are other references to penalties being imposed only on those school units that *choose* not to pursue the objectives of the reorganization law. Representative Fischer, for example, noted that the transition adjustment “would not be available to those districts that do not *choose* to consolidate.” [emphasis added] Legislative Record – House, June 5, 2007, p. H-672. Likewise, he said, less favorable consideration of construction funding would be “another penalty if a school district *chose* not to go forward with consolidation,” and that subsidy would be adjusted “for those districts that *choose* not to go into a consolidated district.” [emphasis added] Legislative Record – House, June 5, 2007, p. H-672. Similarly, Representative Farrington, who served on the Education Committee and played a major role in negotiating the terms of House Amendments Q and T used similar language in describing the penalties, noting that the law “still includes significant penalties for those districts that *opt not to* move forward with consolidation....” [emphasis added] Legislative Record – House, June 5, 2007, p. H-672. In sum, the statements made by legislators who supported House Amendment T clearly reflected their intention that penalties would be imposed only on those school units which failed to exercise due diligence and act in good faith to comply with the law, and not those school units which, after doing so, were unable to consolidate due to the actions of surrounding school units to stand alone or seek other consolidation partners. In fact, the very inclusion of the standards of “due diligence” and “good faith” underscores the importance of a school unit’s actions to conform to the law, rather than its final status. There was never a legislative intention to impose penalties on those school administrative units which could not consolidate despite their best efforts due to the actions of surrounding units to file alternative plans or seek other partners.

The conclusion that the penalties were not intended to apply to a school administrative unit that votes in favor of a proposed reorganization plan is further supported by the ballot explanations that were originally required to accompany the referendum question under Section XXXX-36(8). Those explanations

expressly stated that a "No" vote would result in penalties and strongly suggested that a "YES" vote would not result in penalties.

IV. Approval of MSAD #53 as a Donut Hole is Consistent with the Goals of the School Reorganization Law.

Approval of MSAD #53 as a donut hole is consistent with the purposes of the school reorganization law because MSAD #53 has taken significant steps to comply with the letter and the spirit of the school reorganization law. Some of the steps that MSAD #53 has taken to reduce costs and create efficiencies include the following:

MSAD #53 has reduced costs for transportation of food to satellite school locations and reduced costs at the central office by combining the position of the accounts payable clerk with the position of food service program transportation provider, thus eliminating the need for a food service program transportation provider.

MSAD #53 has undertaken energy efficiency projects which have reduced consumption of #2 heating oil at the District's largest school by approximately 50% with an estimated reduction of 21,000 gallons per year, from 40,000 gallons per year in 2006-07 to 19,000 gallons per year in 2008-09.

MSAD #53 is pursuing a contract this year in collaboration with a local hydro-electric power producer to utilize power directly from that producer to reduce energy costs.

MSAD #53 has negotiated a new contract price with its contracted transportation provider to reduce vocational education transportation costs by thirty-three percent (33%) through the establishment of a block schedule at the vocational center.

MSAD #53 has reduced its maintenance director position from full-time to half-time by having the superintendent assume responsibility for oversight and contracting for maintenance of the District's buildings and grounds.

MSAD #53 is currently working with its provider of cleaning supplies to identify efficiencies in cleaning procedures in order to reduce maintenance staff costs.

With the help of community members and business volunteers, MSAD #53 has developed athletic facilities on land donated to the District adjacent to the District's middle school for baseball, softball, field hockey, football and soccer, which has saved the District and its taxpayers hundreds of thousands of dollars over the past three years.

The MSAD #53 Board of Directors has authorized the Superintendent to complete and submit an application for a new PK-4 school facility to be located on other land which has been donated to the District. This new facility will house all of the District's PK-4 students in a building connected to the middle school, which will eliminate the overhead costs of three older buildings. This project will also reduce transportation costs and reduce administrative, custodial, secretarial and food service costs, and allow for full day kindergarten programming.

MSAD #53 is continuing to work with the selectmen/councilors of the three towns in MSAD #53 to find additional efficiencies and to prioritize expenditures in the District.

MSAD #53 has had, and will continue to have conversations with MSAD #3 and MSAD #54 to share services of specialized personnel, including contracted special education personnel, physical therapists, occupational therapists, and others.

With all of these efforts to reduce costs and create efficiencies, approval of MSAD #53 as a donut hole will be fully consistent with the purposes and goals of the school reorganization law.

V. It Would Violate the Equal Protection Clauses of the Maine and U.S. Constitutions to Impose Penalties on MSAD #53 Under the Circumstances Presented and the Penalty Provisions of the School Reorganization Law Must be Construed so as to Avoid Such an Unconstitutional Result.

It would also violate the equal protection clauses of the Maine and United States Constitutions to penalize the students and taxpayers of MSAD #53 under the circumstances of this case by imposing severe financial penalties on MSAD #53.

Under Article 1, Section 6-A, of the Maine Constitution and Section 1 of the 14th Amendment to the United States Constitution, no person may be denied equal protection of the laws. With respect to the students and taxpayers of MSAD #53, it would violate their right to equal protection of the laws to impose severe financial penalties on MSAD #53 under circumstances where all surrounding school administrative units, with the approval of the Commissioner of Education, have filed alternative plans or elected to consolidate with other units. In a situation where MSAD #53 has acted in good faith to comply with the School Reorganization Law, but is left isolated and land-locked because of the actions of surrounding school units, there is no rational basis for imposing severe financial penalties on MSAD #53 that ultimately must fall on the students and taxpayers of MSAD #53. In order to avoid such an unconstitutional result, the penalty provisions of 20-A M.R.S.A. §15696 must be interpreted in a manner that under these circumstances does not subject MSAD #53 to those penalties.

Conclusion

For all of the foregoing reasons, we respectfully request that you approve MSAD #53's Notice of Intent to Submit an Alternative Plan and that you make a determination that MSAD #53 qualifies for the "donut hole" exception of P.L. 2007, Ch. 240, Section XXXX-36(6)(A)(7) and is not subject to penalties under 20-A M.R.S.A. §15696(1).

This request for approval of MSAD #53 as a donut hole incorporates by reference the reorganization and alternate plans approved for RSU/MSAD #49, RSU/MSAD #54, RSU/MSAD #3, and RSU 19, and any correspondence and emails relating to school reorganization between those school administrative units and/or their Reorganization Planning Committees and/or MSAD #53, the MSAD #53 Reorganization Planning Committee, and/or the Department of Education and the Alternative Plans approved for Kittery and M.S.A.D #44.

Thank you for your attention to this request for approval of MSAD #53 as a donut hole.

Very truly yours,

Richard A. Spencer

RAS/kmr

MAINE SCHOOL ADMINISTRATIVE DISTRICT #53**AND****MAINE CENTRAL INSTITUTE****CONTRACT****2003-2013**

This Contract, made this 12th day of February AD 2001 by and between School Administrative District #53 (as it is now constituted) organized by law and located at Pittsfield at the County of Somerset and State of Maine, hereinafter referred to as "THE DISTRICT" and the Trustees of Maine Central Institute, a corporation duly organized by law and located in Pittsfield, County of Somerset and State of Maine, hereinafter referred to as "THE TRUSTEES."

WITNESSETH

WHEREAS, the parties are desirous of providing for the education of all secondary pupils of THE DISTRICT at Maine Central Institute for a period of ten (10) years, commencing with the school year 2003-2004:

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed as follows:

1. The parties recognize that this is a binding contract for a period of ten years beginning July 1, 2003, and terminating on June 30, 2013. Contract issues may be adjusted by mutual consent of the MCI/SAD 53 Board Advisory Committee (Advisory Committee) consisting of three members of THE DISTRICT, three members of THE TRUSTEES, the chairperson of THE DISTRICT and the president of THE TRUSTEES and approval by THE DISTRICT and THE TRUSTEES. The next referendum of THE DISTRICT for public authority for a new ten-year secondary contract with THE TRUSTEES shall be scheduled for the November 2008 district referendum.

2. THE TRUSTEES agree to accept and THE DISTRICT agrees to send Maine Central Institute all students that are legal residents of THE DISTRICT and that are qualified for admission to any of the grades nine, ten, eleven or twelve and that are otherwise eligible in accordance with Maine Revised Statutes Annotated, Title 20-A, Chapter 213, Sections 5201 through 5205 and any additions or amendments thereto.

The exception would be placement elsewhere in accordance with Federal or State regulations.

3. THE DISTRICT agrees to pay THE TRUSTEES tuition for each student of THE DISTRICT eligible and attending Maine Central Institute. The calculation of student enrollment will be based on a three-year average of students enrolled at MCI from SAD 53. The three year average will be determined by the average student count, grades 9-12 as reported to the Maine Department of Education on October 1st and April 1st two years prior to payment, plus the average enrollment, grades 9-12 as reported to the Maine Department of Education on October 1st and April 1st one year prior to the year of payment and the actual enrollment on April 1st, grades 8-11 of one year prior to payment divided by three.

The anticipated per student tuition rate for the ensuing year will be agreed upon before April 1 of the prior year by the superintendent of SAD 53 and the head of school of Maine Central Institute. The rate will be based upon the Maine Department of Education projection for the ensuing year. When the Department of Education announces the actual rate, an adjustment will be factored into the following year's tuition.

4. THE DISTRICT agrees to pay THE TRUSTEES of Maine Central Institute on a monthly schedule payment; said payment shall be issued and delivered to THE TRUSTEES on the first day of each month commencing on the first day of August of each fiscal year beginning August 1, 2003, through the first day of June, with the twelfth monthly fiscal year payment on the thirtieth of June and concluding with a final monthly payment on June 30, 2013. Payment provisions are in accordance with M.R.S.A., Title 20-A, Chapter 219, section 5810.

5. Rate of payment. THE DISTRICT agrees to pay THE TRUSTEES no less than the maximum allowable tuition defined by M.R.S.A. Title 20-A, §5806 Secondary School Students;

Private Schools. Adjustments in the rate of payment must be in writing and addressed in the following manner:

Joint study by the head of school of Maine Central Institute and the superintendent of THE DISTRICT of revenue adjustments on the total program Pre-K through grade 12. A recommendation will be made to the Advisory Committee. The final authority to decide on any suggested modification or amendment shall rest with THE TRUSTEES and THE DISTRICT.

6. THE TRUSTEES and THE DISTRICT agree to try to amicably resolve any and all disputes that may arise concerning the meaning or intent of the provisions of this Contract. If a dispute cannot be resolved between the parties by themselves, they shall mediate such disputes if both parties mutually agree. If no agreement can be reached, each party shall be free to pursue any and all legal or equitable remedies.

This Contract may only be modified or amended by a written agreement, executed by both THE TRUSTEES and THE DISTRICT, that specifically and unequivocally reflects the intention of THE TRUSTEES and THE DISTRICT to make such modifications or amendments.

The following process may be utilized to consider suggested modifications or amendments to the Contract:

Suggested modifications or amendments may be forwarded to the superintendent of THE DISTRICT and the head of school at Maine Central Institute who shall make a recommendation to the Advisory Committee. The Advisory Committee shall make a recommendation to both THE TRUSTEES and THE DISTRICT. The final authority to decide on any suggested modification or amendment shall rest with THE TRUSTEES and THE DISTRICT.

7. THE TRUSTEES agree to provide a comprehensive program of studies for students in grades nine through twelve. The program will be approved as forth by Maine Revised Statutes Annotated, Title 20-A. As it pertains to public students attending private schools, THE TRUSTEES shall have the sole right to promulgate, administer and enforce all rules and

regulations pertaining to student behavior, discipline and all use of the buildings and grounds of THE TRUSTEES subject to applicable State and Federal Law.

8. Identified special education students will be recognized on a full tuition basis. THE DISTRICT agrees to reimburse THE TRUSTEES for expended monies for salaries and benefits for the special education staff and other related expenses as authorized by THE DISTRICT. THE TRUSTEES agree to provide instructional supplies, field trip resources, professional credits, workshop expenses and classroom equipment for the special services program. Equipment and supplies provided by THE TRUSTEES will become part of THE TRUSTEES inventory on a par with all secondary programs.

9. THE TRUSTEES agree to coordinate the special education and special services program. THE DISTRICT is responsible for the State and Federal reporting and is responsible for the program supervision and assurance of services to district special education students. Employment, supervision and evaluation of the special education staff as well as the day-to-day operation of the program will be the responsibilities of THE TRUSTEES. All special education reporting through THE DISTRICT shall be in compliance with State and Federal regulations and IDEA. The superintendent, head of school and/or designees will meet on a regular basis in order to insure compliance with State and Federal reporting standards. Secondary students wishing to attend the regional vocational program will be provided that opportunity through Maine Central Institute. Students attending the vocational center will be recognized on a full tuition basis. Any additional assessment for vocational services made to the sending district by the Skowhegan Regional Vocational Center will be the responsibility of THE TRUSTEES.

10. District students that require English as a Second Language support will be provided such support by THE TRUSTEES. There will be no additional expense to THE DISTRICT for up to three students receiving ESL support annually. In the case of each student beyond three, THE DISTRICT will pay the full tuition plus the set rate determined by THE TRUSTEES for all other students receiving ESL support. The students receiving ESL support by THE TRUSTEES will be the first three students enrolled.

11. THE TRUSTEES will be responsible for providing and funding all services related to Federal Law 504.
12. Any other federal or state mandated programs will be reviewed by the Advisory Committee.
13. THE DISTRICT will fund all transportation costs for co-curricular programs provided by THE TRUSTEES with the exception of postgraduate basketball and residential student activities. THE TRUSTEES will submit a projected expenditure for the transportation of student activities to THE DISTRICT for budgeting purposes. Annually, the superintendent and head of school will agree upon the final budgeted transportation amount. Transportation arrangements will be reported to the Maine School Administrative District #53 central office for fiscal reporting purposes by the Maine Central Institute head of school or designee.
14. If any provision hereof is unenforceable or declared invalid, in whole or in part, under the laws of the State of Maine, the remainder of this agreement and the application of such provisions or part thereof shall not be affected thereby.
15. Either party may terminate the contract for serious and continued breach by delivering written notice of intent to terminate, followed by a two-year period of resolution to allow modification pursuant to paragraph 6. If the dispute cannot be resolved, the party intending to terminate will then provide additional written notice prior to the expiration of the two-year period of resolution setting a final termination date of the contract. The final termination shall expire at the conclusion of the school year not less than two years from the expiration of the initial period of resolution. Written notice shall be addressed to the superintendent of THE DISTRICT and the head of school at Maine Central Institute and will be effective on receipt by the addressee.
16. This agreement shall be governed by the laws of the State of Maine and all amendments to statutes referenced herein shall apply to this contract.

IN WITNESS WHEREOF, the said School Administrative District #53 has caused this instrument to be sealed with its corporate seal and signed in its corporate name by a majority of its School Board, thereunto duly authorized and THE TRUSTEES of Maine Central Institute have caused this instrument to be sealed with its corporate seal and signed in its corporate name by a majority of its Board of Trustees, thereunto duly authorized, this 12th day of February in the year of our Lord two thousand one.

MAINE CENTRAL INSTITUTE
BY ITS BOARD OF TRUSTEES

Michael A. Gallagher
Jamare C. Bruce
Michael P. Dow
David E. Fortin
Edward A. Gagne
Sharon M. Gagne
Michael T. Javorek
Anthony J. Frederick
R. Blake Bartlett
Carol Rodgers Hardy
Ronald Payal
R. A. Hodges
Scott L. C.
John D. Scott
Michael J. Miller

SCHOOL ADMINISTRATIVE
DISTRICT NO. 53 BY ITS SCHOOL
BOARD

Robert H. Downs
Barbara J. Pomeroy
Alan W. Stevens
Harry D. Cianchette
William J. Williams
Eric F. Fournier
Jayne M. Maldonado
William A. Spencer
Betta Smith

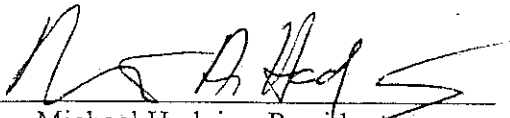
**Memorandum of Understanding
Regarding Employment of Special Education Instructional Staff**

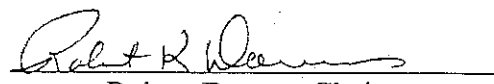
Pursuant to the Contract (specifically Sec.8-9) special education instructional staff (special education teachers currently employed by MCI and as of August 2003 educational technicians deemed necessary pursuant to the next paragraph) will be employed by Maine Central Institute with the provisions stipulated below.

The Superintendent of Schools in conjunction with the Administrator of Special Education in SAD 53 will work with the administration at MCI on an annual basis to determine the level of staffing for the special education program at MCI. The Superintendent must approve annually the staffing requirement at MCI. It is also understood that the Superintendent, and/or his/her designee, will be part of the search committee for all special education staff hired by Maine Central Institute. Decisions regarding termination of employment will be the responsibility of Maine Central Institute. The Superintendent, and/or his/her designee, will have an opportunity to provide input through the annual evaluation process for all special education staff with particular regard to the implementation of federal and state rules and district guidelines for special education. This will be accommodated through monthly special education meetings, which include the Superintendent of SAD 53, the Administrator of Special Services at SAD 53, and the Dean of Academics at MCI and the Head of School at MCI. Such observations will be voiced at that point and in turn clearly integrated into the evaluation on an annual basis by the administrative staff at MCI. Copies of annual evaluations will be provided to SAD #53.

The Superintendent of SAD53, the Administrator of Special Services for SAD #53, The Head of School for MCI and the Dean of Academics will agree to the number of hours the educational technicians must work. Should the Head of School feel additional staffing, both hours and numbers of staff, is necessary beyond what is supported by the Superintendent of Schools of SAD #53, the expense for such an increase in staffing shall be borne totally by MCI. MCI will provide annual proof of appropriate certification and/or authorization for all special education staff to SAD 53.

Dated at Pittsfield, Maine, this 16th day of April 2003.

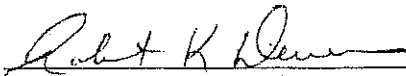

Michael Hodgins, President
MCI Board of Trustees


Robert Downs, Chair
SAD 53 Board of Directors

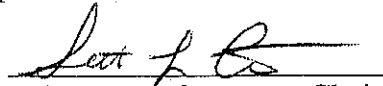
Memorandum of Understanding
For
Recommendation of Students to an Alternative Education placement

The parties recognize that some MSAD #53 students do not meet with success at Maine Central Institute. Therefore, should a student who is enrolled at MCI be recommended for placement in an alternative educational placement, a joint MCI/MSAD#53 screening will be completed. The MCI administration will initiate the screening process by first notifying either the MSAD #53 Administrator of Special Services or the Dropout Prevention Chairperson. The Dropout Prevention Chair will then convene the Alternative Ed Screening Team consisting of representatives from MCI Administration, the Academic office, the Wellness Center, and other personnel or appropriate teaching staff as necessary. If it is determined that an alternative educational placement is in the student's best interest then the application process will continue. Upon notification that a student has been accepted into the alternative educational placement, a meeting will be convened to develop a Personal Learning Plan for the student. The team will include at least the alternative education teacher and student, and possibly the parent, counselor or administrator. The plan will be provided to the alternative educational personnel for implementation. Students who are in an alternative placement working on credit attainment will earn an MCI diploma upon meeting the graduation requirements. Students who are in an alternative education setting working towards the requirements of a Graduate Equivalency Diploma shall have completed the program upon successful attainment of their GED.

The parties further recognize that responsibility for delivery of special education services to students at Maine Central Institute is the responsibility of MSAD #53. Therefore, should a student who is enrolled at MCI and is receiving special education services be recommended for placement in an alternative educational placement, a joint MCI/MSAD#53 screening will be completed. The administration at MCI will initiate the screening process by first notifying the MSAD #53 Administrator of Special Services. The Administrator of Special Services will then convene the Alternative Education Screening Team consisting of representatives of MCI administration, the Academic office, the Wellness Center, the Special Education Case Manager and other personnel and appropriate teaching staff as necessary. If it is determined that an alternative educational placement is in the student's best interest and that their special education needs can be met without additional financial burden to the District or MCI, then the application process will continue. Upon notification that a student has been accepted into the alternative educational placement, an IEP team will convene to develop an Individual Service Plan for students going to Job Corps or an Individual Educational Program for students transferring into the MSAD #53 Alternative Education Program. The ISP or IEP will be provided to the alternative educational placement personnel for implementation. Students receiving Special Education and are in an alternative placement working on credit attainment will earn an MCI diploma upon meeting the graduation requirements and will be dismissed from Special Education programming upon attainment of their diploma.



M.S.A.D. #53 Board Chair



MCI Board of Trustees Chair

7/31/07
Date

8/6/07
Date

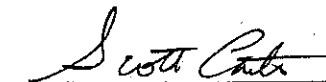
Memorandum of Understanding Regarding Employment of Special Education Instructional Staff

Pursuant to the Contract (specifically Sec.8-9) special education instructional staff (special education teachers currently employed by MCI and as of August 2003 educational technicians deemed necessary pursuant to the next paragraph) will be employed by Maine Central Institute with the provisions stipulated below.

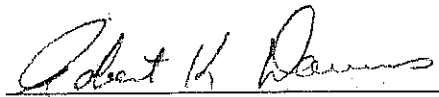
The Superintendent of Schools in conjunction with the Administrator of Special Education in SAD 53 will work with the administration at MCI on an annual basis to determine the level of staffing for the special education program at MCI. The Superintendent must approve annually the staffing requirement at MCI. It is also understood that the Superintendent, and/or his/her designee, will be part of the search committee for all special education staff hired by Maine Central Institute. Decisions regarding termination of employment will be the responsibility of Maine Central Institute. The Superintendent, and/or his/her designee, will have an opportunity to conduct Observations and an evaluation of all special education staff with particular regard to the implementation of federal and state rules and district guidelines for special education. This evaluation process will be facilitated through monthly special education meetings, which include the Superintendent of SAD 53, the Administrator of Special Services at SAD 53, and the Dean of Academics at MCI and the Head of School at MCI. Such observations will be voiced at that point and in turn clearly integrated into the evaluation on an annual basis by the administrative Administrator of Special services. Copies of annual evaluations will be provided to MCI.

The Superintendent of SAD 53, the Administrator of Special Services for SAD #53, The Head of School for MCI and the Dean of Academics will agree to the number of hours the educational technicians must work. Should the Head of School feel additional staffing, both hours and numbers of staff is necessary beyond what is supported by the Superintendent of Schools of SAD 53, the expense for such an increase in staffing shall be borne totally by MCI. MCI will provide annual proof of appropriate certification and/or authorization for all special education staff to SAD 53.

Dated at Pittsfield, Maine, this 19th day of June ^{Sec} 2009.



Scott Carter, President
MCI Board of Trustees



Robert Downs, Chair
SAD 53 Board of Directors

Memorandum of Understanding Regarding Calendar Development

Pursuant to an agreement reached at an Advisory Committee meeting held on March 29, 2006 regarding the expectations of MSAD #53 and the intent of MCI regarding calendar development guidelines for the students of MSAD #53 attending MCI, the following definitions will be applied.

- School day: "School day" means a day on which school was in operation as an instructional day.
- Instructional day: "Instructional day" means a school day during which a majority of district students and staff are required to be present, either in a school or in another setting.
- School: "School" means an individual attendance center within a school administrative unit including any combination of grades pre-kindergarten through 12. MCI, in addition to district student attendance at the Skowhegan Regional Vocational Center, is an attendance center for M.S.A.D. 53's grades 9-12 students.
- Instructional time: "Instructional time" means that portion of a school day devoted to the teaching-learning process or other related activities as defined by the MCI administration. Time spent on organized field trips related to school studies may be considered instructional time, but the instructional time counted for extended field trips shall not exceed a normal school day for each day of the field trip.
- School calendar: "School calendar" means the schedule of school days adopted in advance of the school year.
- School year: "School year" means the total number of school days in a year as established by MSAD #53 and according to Chapters 125-127 of Regulations for the Implementation of the System of Maine's Learning Results.
- Length of Year
- MCI shall schedule a minimum of 178 school days during which at least 175 school days shall be planned as instructional days for students in grades 9-11, and at least 170 school days shall be planned as instructional days for students in grade 12.
- (1) MCI shall adopt a school calendar that must be filed with MSAD #53 and forwarded to the Commissioner of Education on or before July 1 each year for the coming school year, with a copy of a policy for scheduling make-up days. MCI will also attach a copy of the calendar for students who attend the Skowhegan Regional Vocational Center. As nearly as practicable, MCI shall provide one calendar for the secondary school students in the unit. The calendar shall include all instructional days, scheduled teacher in-service days, the date for high school graduation, and other planned activities.
 - (2) The following days may not be scheduled as instructional or teacher in-service days: Martin Luther King Day (third Monday in January); Patriots Day (third Monday in April); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (first Monday in September); Columbus Day (second Monday in October); Veteran's Day (November 11); Thanksgiving Day (last Thursday in

November); Christmas Day (December 25); or any other day as designated by the Governor.

MCI will schedule a minimum of three make-up days each calendar year that will be used as needed for inclement weather days or other unplanned emergencies, which cause the closing of school. Attempts to make-up days beyond those three will be considered as permitted by school programming and scheduling. Senior days may not be able to be adjusted due to difficulty in the rescheduling of graduation.

Additional costs for fuel on days that are different from M.S.A.D. #53 School Calendar will be the responsibility of MCI. Diesel/gas fuel costs are obtained through a competitive bidding process and will be provided to MCI at the beginning of each school year. Mileage associated with the discrepant days will be recorded separately by the bus transportation contractor and provided to MCI. Miles per gallon will be calculated for all bus mileage at 5 miles per gallon.

Current School year diesel fuel cost = \$1.93/gal.

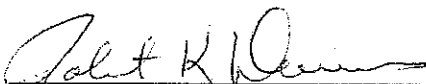
2005-06 School year calendar differences chosen by MCI

October 3 days- October 24, 25, 26

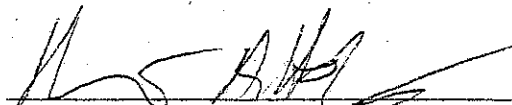
2006-07 School year calendar differences chosen by MCI

None

This MOU will be re-evaluated annually by the Advisory Committee to determine if the practices of calendar development is effectively meeting the intent of providing 175 student seat days for Freshmen - Juniors and 170 student seat days for seniors.



MSAD #53 Board Chair



MCI Board of Trustees Chair

School Administrative District No. 53

293 Hartland Avenue Pittsfield, ME 04967

(207) 487-5107

Fax: (207) 487-6310

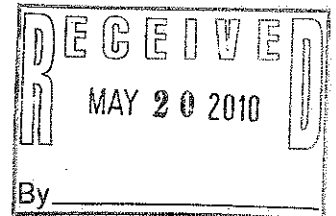
Burnham

Detroit

Pittsfield

Excellence in Education

Michael A. Gallagher
Superintendent of Schools



May 19, 2010

Angela Flaherty
Acting Commissioner
Maine Department of Education
23 State House Station
Augusta, ME 04333-0023

Dear Acting Commissioner Flaherty:

I am writing this letter for purpose of submitting an alternative plan for MSAD #53 after receiving a letter from former Commissioner Gendron that the district qualifies for donut hole status in accordance with P.L. 2007, Chapter 240, Part XXXX-36, Parameter 6 (A) (7). MSAD #53's current enrollment falls in between 1000 and 1200 students, and our plan demonstrates savings in system administration, facilities and maintenance, transportation and special education. As you may well be aware, MSAD #53 contracts with Maine Central Institute, a town academy in the community of Pittsfield, for its grade 9-12 education, thus guaranteeing PK-12 education for all children residing in the three communities of the district.

Enclosed please find the following: an alternative plan submittal sheet and checklist; the alternative plan, and two exhibits.

If you are in need of any additional data or information please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Michael A. Gallagher".

Michael A. Gallagher

MAG:ca

Enclosures

www.msad53.org
gallag@msad53.org